

SECOND AMENDMENT TO
AGREEMENT AND CERTIFICATE OF
LIMITED PARTNERSHIP OF
BLAKE ESTATES ASSOCIATES

We, the undersigned, intending to amend the Agreement and Certificate of Limited Partnership of Blake Estates Associates which was originally filed in the Office of the Secretary of State on September 25, 1978, and a First Amendment thereto filed in said Office on November 8, 1978, do hereby certify, acknowledge and aver, for purposes of filing this Second Amendment to Agreement and Certificate of Limited Partnership in accordance with the provisions of Chapter 109 of the Massachusetts General Laws as follows:

I. The name of the Partnership is Blake Estates Associates.

II. The business of the Partnership is to acquire, construct, develop, redevelop, improve, invest in, hold, lease, maintain, operate and otherwise deal with certain real estate consisting of approximately 3.0 acres located at Hyde Park Avenue, Hyde Park, Massachusetts, and in connection with or incidental to the accomplishment of said purposes to enter into any kind of activity and to perform and carry out contracts. The Partnership shall not engage in any other business.

III. The principal office of the Partnership is at One Center Plaza, Boston, Massachusetts 02108.

IV. The names and residences of the General and Limited Partners are as follows:

General Partners:

<u>Name</u>	<u>Residence</u>	<u>Capital Contribution</u>
Norman B. Leventhal	367 Dudley Road Newton, Massachusetts	\$ 30.00
Edwin N. Sidman	39 Sunset Road Needham, Massachusetts	<u>85.00</u>
General Partner Class Contribution		\$ 115.00

Original Limited Partners

Alan M. Leventhal	180 Commonwealth Avenue Boston, Massachusetts	\$ 200.00
Mark S. Leventhal	65 Canterbury Lane Needham, Massachusetts	200.00
Robert J. Perriello	106 Love Lane Weston, Massachusetts	30.00
Lawrence D. Selkovits	Belvedere Road W. Buxford, Massachusetts	85.00
Paula L. Sidman	39 Sunset Road Needham, Massachusetts	200.00
Harvey Steinberg	273 Singletary Lane Framingham, Massachusetts	85.00
Lionel Fortin	36 Dartmouth Road Bridgewater, Massachusetts	10.00
Douglas Mitchell	10 Wheeler Road Westboro, Massachusetts	20.00
Norman B. Leventhal	367 Dudley Road Newton, Massachusetts	<u>55.00</u>
Original Limited Partner Class Contribution		\$ 885.00

V. The Partnership shall continue until December 31, 2028, except that the Partnership shall be dissolved prior to such

date upon the happening of any of the following:

(1) the sale or other disposition of all or substantially all the assets of the Partnership, or

(2) the retirement (which term includes the death, adjudication of insanity or incompetence, bankruptcy, or withdrawal for any reason) of a General Partner, unless the remaining General Partners or Partner elect to continue the business of the Partnership pursuant to Paragraph XIII hereof, or

(3) the retirement of a General Partner if no General Partner remains, or

(4) the decision of all the General Partners to terminate the Partnership.

VI. Each Limited Partner has contributed cash in the amounts set forth in Paragraph IV above.

VII. No Limited Partner has agreed to make any additional capital contribution.

VIII. No time has been agreed upon for the return of the contributions of the Limited Partners.

IX. All profits, losses and distributions shall be shared by the partners in the ratio which the capital contributions of each partner bears to the aggregate capital contributions of all the partners.

X. In no event shall all or any part of a Limited Partner interest in the Partnership be assigned or transferred to a minor or incompetent, and such attempted assignment shall be

void and ineffectual and shall not bind the Partnership.

No Limited Partner shall have the right to substitute an assignee as a Limited Partner in his place. The General Partners shall, however, have the right to permit any such assignee to become a Substitute Limited Partner and any such permission by the General Partners shall be binding and conclusive without the consent or approval of any Limited Partners. Any such Substitute Limited Partner shall, as a condition of receiving any interest in the Partnership property, agree to be bound by the terms of any financing agreements and other documents required in connection with applicable mortgage financing to the same extent and on the same terms as the other Limited Partners. Any such Substitute Limited Partner shall, as a condition of receiving any interest in the Partnership property, agree to be bound by the terms of any financing agreements and other documents required in connection with applicable mortgage financing to the same extent and on the same terms as the other Limited Partners. Any such Substitute Limited Partner shall also execute, acknowledge and deliver an instrument to the General Partners signifying his agreement to be bound by all the provisions of the Partnership Agreement, as last amended, and shall accept such other terms as the General Partners in their exclusive discretion may determine as a condition to permitting such substitution.

In the event of the decease or incapacity of a Limited Partner, his legal representatives shall have the same status

as an assignee of the Limited Partner unless and until the General Partners shall permit such legal representatives to become a Substitute Limited Partner on the same terms and conditions as herein provided for assignees generally. The death of a Limited Partner shall not dissolve the Partnership.

An assignee of a Limited Partner who does not become a Substitute Limited Partner as provided aforesaid shall have the right to receive the same share of profits, losses and distributions of the Partnership to which the assigning Limited Partner would have been entitled if no such assignment had been made by such Limited Partner.

Any Limited Partner who shall assign all his interest in the Partnership shall cease to be a Limited Partner of the Partnership and shall no longer have any rights or privileges of a Limited Partner.

In the event any assignment of the interest of a Limited Partner shall be made, there shall be filed with the Partnership a duly executed and acknowledged counterpart of the instrument making such assignment, and such instrument must evidence the written acceptance of the assignee to all the terms and provisions of this Partnership Agreement and if such an instrument is not so filed, the Partnership need not recognize any such assignment for any purpose hereunder.

XI. The General Partners are authorized at any time and from time to time, to admit to the Partnership additional Limited Partners upon each such additional Limited Partner

making or agreeing to make, such cash contribution to the capital of the Partnership as the General Partners shall determine.

XII. No Limited Partner has any right of priority over any other Limited Partner, as to contributions or as to compensation by way of income.

XIII. Upon the death, incapacity, bankruptcy or withdrawal from the Partnership of a General Partner, any remaining or surviving General Partner or Partners may elect to continue the business of the Partnership.

XIV. A Limited Partner has no right to demand and receive property in return of his capital contribution.

XV. (A) The General Partners are specifically authorized to execute such documents as they deem necessary in connection with the acquisition, development and financing of Partnership property, including without limiting the generality hereof, any note, mortgage, loan and/or regulatory agreements and any other documents which may be required in connection with the acquisition of Partnership property or the financing and development thereof.

(B) The Partnership is hereby authorized to borrow whatever amounts may be required for the acquisition, development and construction of the real estate to be acquired and improved by the Partnership (the "Property") and to meet the expenses of operating the Property and to secure the same by a mortgage loan from the Massachusetts Housing Finance Agency or another lender. Any such mortgage loan shall provide that

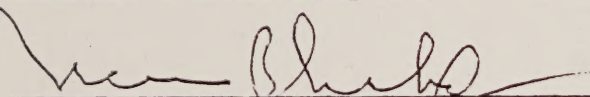
neither the Partnership nor any Partner shall have any personal liability for the repayment of all or any part of the mortgage loan.

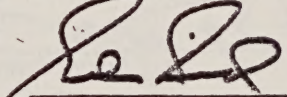
(C) The Partnership is authorized to execute a Mortgage Note and Mortgage in order to secure a loan from the Massachusetts Housing Finance Agency ("MHFA") and to execute a Regulatory Agreement between the Partnership and the MHFA and other documents required by MHFA. Upon execution, all said documents shall be binding upon the Partnership and the partners so long as the property described therein is encumbered by a Mortgage to MHFA. Any incoming Partner shall and does, as a condition of receiving an interest in the Partnership property, agree to be bound by the provisions of all said documents required in connection with MHFA loan to the same extent and on the same terms as the other Partners. Anything elsewhere to the contrary notwithstanding, in the event that any provision of this Limited Partner Agreement in any way tends to contradict, modify, or in any way change the terms of any or all of the above-mentioned documents, the terms of said documents shall prevail. The provisions of this Paragraph giving preference to said documents will automatically become void at such time as the Mortgage Loan upon the Project is no longer held by MHFA, its successors or assigns.

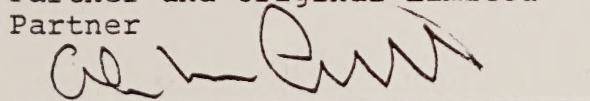
(D) The Partnership is hereby authorized to apply to the Boston Redevelopment Authority pursuant to the provisions of Chapter 121A of the Massachusetts General Laws for the Project to be taxed according to the provisions of said Chapter.

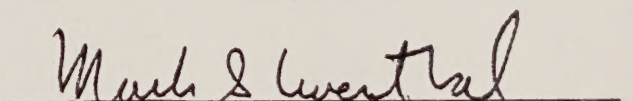
(E) The General Partners are hereby authorized to decrease, increase or refinance any mortgage loan, including any required transfer or conveyance of Partnership assets for security or mortgage purposes, and sell, lease, exchange or otherwise transfer or convey all or substantially all the assets of the Partnership.

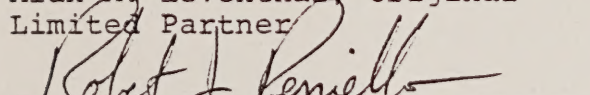
IN WITNESS WHEREOF, the undersigned have subscribed and sworn to this Second Amendment to Agreement and Certificate of Limited Partnership this 15 day of ^{FEBRUARY} ~~January~~, 1979.

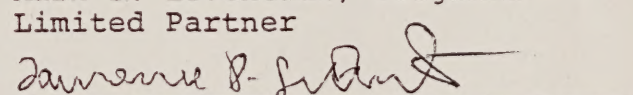

Norman B. Leventhal, General Partner and Original Limited Partner

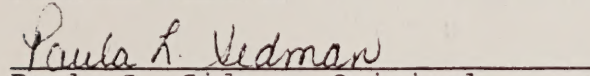

Edwin N. Sidman, General Partner



Alan M. Leventhal, Original Limited Partner

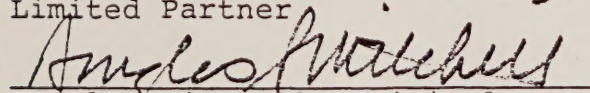

Mark S. Leventhal, Original Limited Partner

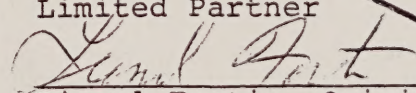

Robert J. Perriello, Original Limited Partner


Lawrence D. Selkovits, Original Limited Partner


Paula L. Sidman, Original Limited Partner


Harvey Steinberg, Original Limited Partner


Douglas Mitchell, Original Limited Partner


Lionel Fortin, Original Limited Partner

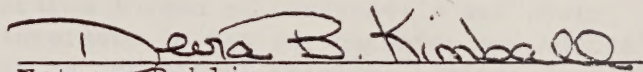
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

~~FEBRUARY~~
~~January~~ 15, 1979

Then personally appeared before me, the undersigned Notary Public, each of Norman B. Leventhal, Edwin N. Sidman, Alan M. Leventhal, Mark S. Leventhal, Robert J. Perriello, Lawrence D. Selkovits, Paula L. Sidman, Harvey Steinberg, Douglas Mitchell and Lionel Fortin, known to me to be the persons whose names are subscribed to the within instrument, each of whom, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: DEVRA B. KIMBALL, Notary Public
My Commission Expires April 21, 1983

MEMORANDUM

MARCH 29, 1979

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: FIRST AMENDMENT TO REPORT AND DECISION ON
CHAPTER 121A APPLICATION OF BLAKE ESTATES ASSOCIATES

On December 28, 1978, the Authority voted to adopt a Report and Decision on the Application of Blake Estates Associates for approval of an Urban Redevelopment Project pursuant to Massachusetts General Laws (Ter.Ed.) Chapter 121A as Amended, and Chapter 652 of the Acts of 1960. The proposal called for the construction of 175 units of housing for low income elderly and handicapped persons.

On February 22, 1979, the Applicant submitted a request to amend their project approval, by approving the "Second Amendment to Agreement and Certificate of Limited Partnership of Blake Estates Associates". The document reallocates Norman B. Leventhal's and Edwin N. Sidman's general partnership interests in the partnership, and admits Norman B. Leventhal and two others as additional Original Limited Partners. Otherwise, the document is a restatement of the original Agreement and Certificate of Limited Partnership, as previously amended and approved by the Authority in its approval of the 121A Application.

In the opinion of the General Counsel, this Amendment does not represent a fundamental change and does not require a public hearing. The change has met with the approval of the Boston Redevelopment Authority Staff. All future changes or deviations are subject to further staff review.

It is therefore recommended that the Authority make the attached document a part of the Application of Blake Estates Associates.

An appropriate Vote follows:

VOTED: that the document attached hereto entitled "Second Amendment to Agreement and Certificate of Limited Partnership of Blake Estate Associates" be and hereby is approved and adopted as the "First Amendment to the Report and Decision of the Application of Blake Estates Associates for the Authorization and Approval of a Project Under Massachusetts General Laws (Ter.Ed.) Chapter 121A, as Amended, and Chapter 652 of the Acts of 1960, to be Undertaken and Carried Out By a Limited Partnership Formed Under Massachusetts General Laws, Chapter 109, and Approval to Act as an Urban Redevelopment Limited Partnership Under Said Chapter 121A."

